## **EXHIBIT A**

NATIONAL — DEBT RELIEF—

I have carefully read the 2016 National Debt Relief Employee Handbook and agree to abide by the terms and policies set forth within. In addition, I specifically acknowledge and agree to arbitrate disputes with NDR, its successors, predecessors, benefit plans, directors, officers, employees, supervisors and agents, in accordance with the Mutual Arbitration Agreement contained in this handbook. I have reviewed the Mutual Arbitration Agreement, understand its terms, and by my signature below am voluntarily agreeing to its terms.

Name: Luis Alvarez

<u>Date:</u> Feb 12, 2016

Signature: Luis Awarez

## 2016 EMPLOYEE HANDBOOK



## MUTUAL ARBITRATION AGREEMENT

In exchange for your employment or continued employment with National Debt Relief or NDR (together with its successors, predecessors, benefit plans, directors, officers, employees, supervisors and agents, the "Company"), and in exchange for the compensation and benefits you receive and will receive from the Company, you and the Company agree to arbitrate all disputes described below through binding, individual arbitration in accordance with this agreement ("Agreement").

If a dispute related to your employment or termination of employment arises, both you and the Company agree to submit the dispute exclusively to binding arbitration. Disputes covered by this arbitration agreement include, but are not limited to, claims for employment discrimination (including under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, the Civil Rights Act of 1991, the New York State Human Rights Law, the New York City Human Rights Law, the California Fair Employment and Housing Act, and Title 19 of the Delaware Code); claims for wages and other compensation (including under the Fair Labor Standards Act, the New York Labor Law, the California Labor Code, the California Business and Professions Code, and Title 19 of the Delaware Code); claims for breach of contract (express or implied) or in tort; claims under leave laws (including the Family and Medical Leave Act and the California Family Rights Act); claims under the Employee Retirement Income Security Act of 1974; and claims under any other federal, state, and local statute, ordinance, or law of any type; provided, however, that this arbitration agreement shall not apply to any claims that may not, by statute or other law, be required to be arbitrated.

This Agreement shall not apply to claims for unemployment insurance benefits or workers' compensation; claims under an employee benefit plan that contains its own arbitration or claims review procedure; or claims that parties are legally prohibited from submitting to arbitration. Nothing in this Agreement is intended to or shall prohibit or restrict you from exercising any statutory right you may have to initiate or participate in any unfair labor practice cases or other proceedings before the National Labor Relations Board; to file a charge with, provide information to, or participate in any proceeding or seek assistance through the U.S. Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other state or local fair employment practices agencies or other governmental agency; or to report any fraud or violation of law to any other governmental agency or law enforcement body; provided, however, that you must submit all claims for individual monetary relief in connection with any disputes covered to binding individual arbitration, which will be your sole and exclusive avenue to obtain damages. If a government agency issues a right to sue notice, binding arbitration under this Agreement will be the sole remedy.

Both you and the Company acknowledge that each is relinquishing the right to a jury trial in court, as well as the right (if you are a California employee) to file a claim before the California Labor Commissioner (e.g., a "Berman hearing"). By signing this Agreement, the parties agree that arbitration is the exclusive remedy for all disputes related to your employment except for those specifically carved out in this Agreement.

Claims must be brought by either you or the Company in your or its individual capacity, not as plaintiffs or class members in any purported class, collective, or representative proceeding, and the arbitrator shall not have the authority, jurisdiction, or power to hear, conduct, or process the arbitration as a class, collective, or representative action or to consolidate any individual claims

in one proceeding absent mutual consent of the parties. To the extent permitted by law, both you and the Company waive the right to bring, maintain, participate in, or receive money from any class, collective, or representative proceeding. Neither you nor the Company shall have the right to join or consolidate your dispute with the claims of any other person.

The arbitration will take place at JAMS (http://www.jamsadr.com/) in New York City (or, if you did not perform services for the Company in New York City, in the city closest to the location where you primarily perform services for the Company). The arbitration shall be held before a single arbitrator licensed to practice law and experienced in employment law, who is selected in accordance with the JAMS Employment Arbitration Rules & Procedures (located at http://www.jamsadr.com/rules-employment-arbitration/). The arbitration will be administered pursuant to the JAMS Employment Arbitration Rules & Procedures and subject to the JAMS Policy on Employment Arbitration Minimum Standards of Procedural Fairness (located at http://www.jamsadr.com/employment-minimum-standards/), except as provided otherwise in this Agreement. In any arbitration, the burden of proof shall be allocated as provided by applicable law. Either party may bring an action in court to compel arbitration under this Agreement and to enforce an arbitration award. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, scope, or enforceability of this Agreement.

In reaching his or her decision, the arbitrator shall apply the governing substantive law applicable to the parties' claims and defenses and enforce the Company's policies and procedures, as applicable. The arbitrator shall have the ability to rule on pre-hearing motions, as though the matter were pending in a state court where you reside, including the ability to rule on a motion to dismiss, motion for summary judgment, or other dispositive motion. Any party's right to appeal or to seek modification of rulings by the arbitrator is strictly limited by state law and the Federal

Arbitration Act. The parties agree that the Company is engaged in transactions involving interstate commerce and that, except as provided in this Agreement, the Federal Arbitration Act shall govern the interpretation and enforcement of, and all proceedings pursuant to, this Agreement.

Should either party institute any legal action or administrative proceeding with respect to any claim covered by this Agreement or pursue any dispute or matter covered by this Agreement by any method other than the arbitration described herein, the responding party shall be entitled to recover from the other party all damages, costs, expenses and attorneys' fees incurred as a result of such action, including any appeal.

The fees of the arbitrator, as well as any other fees for the administration of the arbitration that would not normally be incurred if the action were brought in a court of law, shall be paid by the Company. However, you are required to pay a portion of those fees equal to the amount you would have been required to pay to file a lawsuit in a state court where you reside. All other costs and expenses of arbitration will be borne separately and independently by each party, subject to the arbitrator's authority to award costs to a prevailing party if expressly permitted by statute.

You may, if you wish, be represented by an attorney in the arbitration, but you will be responsible for your attorneys' fees, subject to the arbitrator's authority to award attorneys' fees to a prevailing party if expressly permitted by statute.

The arbitrator must provide a written decision, which is subject to limited judicial review consistent with applicable law. If any part of this arbitration agreement is deemed to be unenforceable by an arbitrator or a court of law, that part may be severed or reformed so as to make the balance of this Agreement enforceable.

This Agreement remains applicable even if you are no longer employed by the Company at the time the arbitration is initiated. Arbitration shall be the sole, exclusive, and final remedy with respect to disputes covered by this Agreement.

By signing the acknowledgment attached at the end of the handbook in which this policy is included, you are indicating your acceptance of and agreement to the terms of this Mutual Arbitration Agreement.